

operating all of the CNMI's public schools to include Hopwood Junior High School ("Hopwood"). PSS was Mr. Brewer's employer.

4. In or about March of 2003, Ms. Black began working as a teacher at Hopwood.
5. During the entire tenure of Ms. Black's employment as a classroom teacher at Hopwood, Mr. Brewer was the Principal of Hopwood. As Principal, Mr. Brewer had authority to recommend hiring, non-renewal and termination of classroom teachers.
6. Between the beginning of Ms. Black's tenure at Hopwood and October 6, 2004, members of the Hopwood faculty and staff became concerned with Ms. Beth Nepaial the Vice Principal of Hopwood ("Ms. Nepaial"). Because of these concerns, several members of the staff and faculty participated in the drafting of a "letter of concern" ("the Letter").
7. On October 6, 2004, the Letter was delivered to the administration of PSS and the Commonwealth's Board of Education. Upon receipt of this letter, the aforementioned contacted Mr. Brewer and tasked him with investigating these concerns.
8. On April 25, 2005, Ms. Black received notice that her contract of employment would not be renewed.
9. In April of 2006, Ms. Black left the Commonwealth to accept a teaching position in Morocco.

c. List of issues to be tried:

1. Relevant to Plaintiff's Intentional Infliction of Emotional Distress claim:
 - a. Did Defendants engage in conduct that was extreme and outrageous?

- b. If so, did this conduct either intentionally or recklessly, cause severe emotional distress to the Plaintiff?
- c. If so, in what amount should Plaintiff be compensated for any severe emotional distress caused, either intentionally or recklessly, by Defendants' outrageous conduct?
- d. If Defendants did engage in conduct that was extreme and outrageous, and if this conduct, either intentionally or recklessly, resulted in severe emotional distress, did this cause physical harm to the Plaintiff?
- e. If so, in what amount should Plaintiff be compensated for physical harm caused by the severe emotional distress caused, either intentionally or recklessly, by Defendants' extreme and outrageous conduct?
- f. To what amount, if any, are Defendants liable to Plaintiff for punitive damages if they did engage in extreme and outrageous conduct that caused, either intentionally or recklessly, severe emotional distress and/or physical harm to Plaintiff?

2. Relevant to Plaintiff's Violation of rights guaranteed by the CNMI Constitution:
 - a. Did Defendants make any charge against Plaintiff that seriously damaged her reputation and standing in the community so as to foreclose Plaintiff from taking advantage of other employment opportunities outside of PSS?
 - b. If so,
 - i. Was the accuracy of the charge contested?
 - ii. Was there some public disclosure of the charge?

1 iii. Was the charge made in connection with the termination of
2 Plaintiff's employment or any decision not to rehire her?

3 c. If a and b and found true, then to what amount, if any, are Defendants
4 liable to Plaintiff for failure, if any, to afford due process prior to
5 imposing a stigma or other disability upon Plaintiff that foreclosed her
6 from taking advantage of other employment opportunities outside PSS?

7
8 d. Disclosure of all witnesses:

9 The Parties shall have until January 23, 2007, to exchange their final witness lists. The
10 Parties shall then have until February 7, 2007 to file in limine motions to exclude any witnesses
11 from testifying.

12
13 e. Listing and exchange of copies of all exhibits:

14 The parties shall exchange their exhibits and file a list of exhibits with the Court by
15 January 23, 2007. The parties shall have until February 6, 2007, to file objections to the exhibit
16 lists submitted. The failure to state an objection to an exhibit by February 6, 2007, shall act as
17 a waiver of objections to its admissibility into evidence at trial.

18 f. Pretrial rulings, where possible, on objections to evidence:

19 Not applicable at this time, but Parties anticipate filing certain in limine motions.

20 g. Disposition of all outstanding motions: None at this time.

21 h. Elimination of unnecessary or redundant proof, including limitations on expert
22 witnesses:

23 Parties reserve the right to file in limine motions.

24 i. Itemized statements of all damages by all parties:

